



City of Seattle

Gregory J. Nickels, Mayor

Seattle Police Department

R. Gil Kerlikowske, Chief of Police

April 19, 2006

Jeff Hugdahl
Washington State Patrol
Budget and Fiscal Services
PO Box 42602
Olympia, WA 98504-2602

Thomas E. Bush, III ✓ 2 original signatures
Assistant Director
Criminal Justice Information, Services Division
1000 Custer Hollow Road
Clarksburg, WV 26306

Mary Neff
Washington State Patrol
Commander-Criminal Records Division
PO Box 42619
Olympia, WA 98504-2619

Dear Interested Parties,

The Seattle Police Department (SPD) anticipates fielding a marked patrol vehicle equipped with an Automatic License Plate Recognition (ALPR) system in the near future. The system we intend to use is one developed by PIPS Technology Incorporated with offices in Knoxville, Tennessee.

To best take advantage of this technology, SPD would like to contract directly with NCIC/FBI to access the full multi-state NCIC hot sheet to load select States in the PIPS system. Under SPD control, the ALPR system will optically read license plates, compare them to an available database, and "alarm" when a match is found.

Although the State of Washington has its own agreement with the NCIC/FBI to provide this data to the State, SPD is limited in that we can only load Washington State information into the PIPS system. SPD would like to get this additional information (that includes other select states) directly from the NCIC/FBI, subject to the rules for providing such information to local agencies. Presently, the Seattle Police Department only receives a "filtered" hot sheet via the State of Washington.



Seattle Police Department, 610 Fifth Avenue, PO Box 34986, Seattle, WA 98124-4986

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SPD has enclosed a signed agreement that was suggested to us by the Washington State Patrol (WSP), to allow us to contract for direct access to the information we are seeking from NCIC/FBI. We would still receive other information for use by our agency from WSP under our current contract with them.

Please return copies of the signed Memorandum of Understanding (MOU) to Mr. Jeff Hugdahl, Washington State Patrol at the above address and Chief R.Gil Kerlikowske, Seattle Police Department, Attention: Lieutenant Mark Mount, 1519 12th Avenue, Seattle, WA 98122.

Please contact Lieutenant Mark Mount at 206.684.8678 or e-mail at for any assistance or questions.

Sincerely,

**SENT WITHOUT SIGNATURE
TO AVOID DELAY**

R. Gil Kerlikowske
Chief of Police

JD:mam

Enclosures



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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION
AND
THE SEATTLE POLICE DEPARTMENT

COPY

GENERAL PROVISIONS

1. PURPOSE: The purpose of this Memorandum of Understanding (MOU) between the Federal Bureau of Investigation (FBI) and the Seattle Police Department, hereinafter referred to as the "parties", is to memorialize the parties' understandings regarding the transmitting, receiving, and storage of information contained in the National Crime Information Center (NCIC) system of records.

2. BACKGROUND: The FBI maintains the NCIC system of records containing multiple files. Two of the files, the Vehicle File and License Plate File, contain information relating to stolen vehicles, vehicles wanted in conjunction with felonies, and vehicles subject to seizure based on federal court orders. Additionally, information relating to vehicles in association with wanted persons is contained in the Wanted Person File.

The Seattle Police Department has instituted state-of-the-art license plate screening technology from mobile and fixed sites. Their vendors provide software and screening devices that have the capability of scanning license plates and searching a local database loaded into a patrol vehicle computer or other location controlled by the agency. Data is provided to the law enforcement agency, not the vendor. Consequently, the Seattle Police Department has requested relatively current information from the NCIC files in order to compare scanned numbers against stolen license plates.

3. AUTHORITY: The FBI enters into this MOU under the authority provided by title 28, United States Code, § 534.

4. SCOPE: This MOU applies to the FBI's transmission of information from the NCIC Vehicle File and License Plate File. It also applies to the FBI's transmission of vehicle information from the NCIC Wanted Person File.

A. The FBI will:

1. Provide the Seattle Police Department with extracts from the Vehicle File, the License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Seattle Police Department; and
4. Provide the Seattle Police Department with the name and telephone number of a technical and an administrative point of contact.

B. The Seattle Police Department will:

1. Use the NCIC extracts for law enforcement purposes;
 2. Update its local database as FBI updates become available, ensuring that those numbers deleted from the NCIC system are also deleted from all local databases;
 3. Confirm extract hits are still active in NCIC, at the earliest reasonable opportunity, in accordance with current hit confirmation policy; and
 4. Provide the FBI with the name and telephone number of a technical and an administrative point of contact.
5. FUNDING: There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures will be subject to budgetary processes and availability of funds pursuant to applicable laws and regulations. The parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.
6. DISCLOSURE AND USE OF INFORMATION: The exchange of information will be limited to extracts from the Vehicle File, the License Plate File, and vehicle information in the Wanted Person File.
7. SETTLEMENT OF DISPUTES: Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties and will not be referred to any other person or entity for settlement.

8. SECURITY: It is the intent of the parties that the transfer of information described under this MOU will be conducted at the unclassified level. No classified information will be provided or generated under this MOU.

9. AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION:

A. All activities of the parties under this MOU will be carried out in accordance to the above-described provisions.

B. This MOU may be amended or terminated by the mutual written consent of the parties' authorized representatives.

C. Either party may terminate this MOU upon 30 days written notification to the other party. Such notice will be the subject of immediate consultation by the parties to decide upon the appropriate course of action. In the event of such termination, the following rules apply:

1. The parties will continue participation, financial or otherwise, up to the effective date of termination.
2. Each party will pay the costs it incurs as a result of termination.
3. All Project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.

10. This MOU, which consists of ten Sections, will enter into effect upon signature of both parties, will be reviewed annually to determine whether amendments are needed, and will remain in effect until terminated. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof.

The foregoing represents the understandings reached between the FBI and the Seattle Police Department.

FOR THE FEDERAL BUREAU OF INVESTIGATION

Thomas E. Bush, III
Assistant Director
Criminal Justice Information
Services Division

Date

FOR THE SEATTLE POLICE DEPARTMENT

R. Gil Kerlikowske
Seattle Police Department
City of Seattle

4-19-06

Date